

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

CELGENE CORPORATION,

Plaintiff,

v.

SUN PHARMA GLOBAL FZE, SUN
PHARMA GLOBAL INC., SUN
PHARMACEUTICAL INDUSTRIES, INC.
and SUN PHARMACEUTICAL
INDUSTRIES LIMITED,

Defendants.

Civil Action No. 21-1734 (SDW)(LDW)

(Filed Electronically)

**STIPULATION OF DISMISSAL OF COMPLAINT AS TO DEFENDANTS SUN
PHARMA GLOBAL FZE AND SUN PHARMA GLOBAL, INC.
AND AMENDMENT OF CAPTION**

Plaintiff Celgene Corporation (“Celgene”) or (“Plaintiff”) and Defendants, Sun Pharma Global FZE, Sun Pharma Global Inc., Sun Pharmaceutical Industries, Inc., and Sun Pharmaceutical Industries Limited (collectively, “Defendants”) hereby stipulate, subject to the approval of the Court, to dismiss the Complaint filed by Plaintiff against Sun Pharma Global FZE and Sun Pharma Global Inc. in the above-captioned action (“Action,” defined to include this action, any action that may result from case consolidation, or any lead case with which this action is associated). The Action will continue against Sun Pharmaceutical Industries, Inc. and Sun Pharmaceutical Industries Limited. It is further stipulated that this dismissal is without prejudice and is subject to the following conditions:

1. Sun Pharma Global FZE and Sun Pharma Global Inc. stipulate to be bound by any Judgment, Order, or decision in this Action, or any appeal thereof, as if they were named defendants.

2. Defendants stipulate that Sun Pharma Global FZE and Sun Pharma Global Inc.'s documents, witnesses, and information are in the custody and control of Sun Pharmaceutical Industries, Inc. and Sun Pharmaceutical Industries Limited for purposes of discovery in this lawsuit.

3. Pursuant to Paragraph 2 above, Defendants agree that any discovery requests directed to Sun Pharmaceutical Industries, Inc. and Sun Pharmaceutical Industries Limited will be understood and interpreted as seeking discovery from all Defendants. For the avoidance of doubt, Sun Pharma Global FZE and Sun Pharma Global Inc. agree that they will conduct a reasonable search for and provide discovery in response to discovery requests served on Sun Pharmaceutical Industries, Inc. and/or Sun Pharmaceutical Industries Limited as if the discovery were Sun Pharmaceutical Industries, Inc. and/or Sun Pharmaceutical Industries Limited's own. Sun Pharmaceutical Industries, Inc. and Sun Pharmaceutical Industries Limited will respond to discovery requests for information in their possession, custody or control and in the possession, custody, and control of Sun Pharma Global FZE and Sun Pharma Global Inc., including requests for deposition testimony, and will not raise issues of documents or witnesses being in the possession, custody, or control of Sun Pharma Global FZE and Sun Pharma Global Inc. as a basis for not producing them. Further, Sun Pharmaceutical Industries, Inc. and Sun Pharmaceutical Industries Limited will certify interrogatory responses containing information from all Defendants.

4. If the parties agree that a Sun Pharma Global FZE or Sun Pharma Global Inc. employee is a necessary fact witness, the witness will be made available for deposition upon notice to Sun Pharmaceutical Industries, Inc. and Sun Pharmaceutical Industries Limited, without the need for: (a) service of subpoenas; or (b) if located outside the United States, adherence to

the procedures of the Hague Convention or other methods of foreign service. Sun Pharmaceutical Industries, Inc. and Sun Pharmaceutical Industries Limited will accept Rule 30(b)(6) deposition notices containing topics directed to information that may be held by Sun Pharma Global FZE and Sun Pharma Global Inc. and the witness presented in response thereto shall investigate information in the possession, custody, or control of Sun Pharma Global FZE and Sun Pharma Global Inc. if necessary to prepare for the noticed topics. If the parties disagree as to whether the Sun Pharma Global FZE and Sun Pharma Global Inc. employee is a necessary fact witness, then the parties shall present the matter to the Court for resolution. In the event that the Court orders that the deposition of the Sun Pharma Global FZE or Sun Pharma Global Inc. employee shall be taken, then the Sun Pharma Global FZE or Sun Pharma Global Inc. employee will be made available for deposition pursuant to the Court's Order, without requiring that Plaintiff adhere to the procedures of The Hague Convention. Sun Pharma Global FZE and Sun Pharma Global Inc. further agree to be bound by the resolution of discovery matters in this Action.

5. If a Sun Pharma Global FZE or Sun Pharma Global Inc. employee is to be provided as a fact witness, the witness will be made available for deposition in the United States if the witness is a Federal Rule of Civil Procedure 30(b)(6) designee upon reasonable notice to Sun Pharmaceutical Industries, Inc. and/or Sun Pharmaceutical Industries Limited. With regard to any other witness of Sun Pharma Global FZE or Sun Pharma Global Inc. that is not a Federal Rule of Civil Procedure 30(b)(6) designee, the parties will meet and confer as to the location for any such deposition after reasonable notice is provided to Sun Pharmaceutical Industries, Inc. and/or Sun Pharmaceutical Industries Limited.

6. None of the foregoing shall be interpreted to limit Plaintiff's rights to discovery of Sun Pharmaceutical Industries, Inc. and Sun Pharmaceutical Industries Limited.

7. Defendants agree that they will not assert any defense under Federal Rule of Civil Procedure 19 or otherwise assert that Sun Pharma Global FZE or Sun Pharma Global Inc. is a necessary party to the Action.

8. Sun Pharma Global FZE and Sun Pharma Global Inc. consent to venue in this District and this Court's jurisdiction solely for the limited purpose of enforcing the terms of this stipulation and to adjudicate or resolve any disputes regarding its terms, interpretation, application, or requirements. Nothing herein should be construed as an admission by Sun Pharma Global FZE or Sun Pharma Global Inc. that jurisdiction and/or venue is proper in this District. The terms of this Stipulation and Order are without prejudice to any claims, defenses, or counterclaims that may be asserted in the Action, except as noted in Paragraph 7 herein.

9. The case caption should be amended to read as follows: "*Celgene Corporation v. Sun Pharmaceutical Industries, Inc. and Sun Pharmaceutical Industries Limited, Civil Action No. 21-1734 (SDW) (LDW)*," as follows:

CELGENE CORPORATION,)	
)	
Plaintiff,)	
)	
v.)	
)	Civil Action No. 21-1734 (SDW) (LDW)
SUN PHARMACEUTICAL INDUSTRIES,)	
INC. and SUN PHARMACEUTICAL)	
INDUSTRIES LIMITED,)	
)	
Defendants.)	
)	

Dated: March 8, 2021

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Sun Pharma Global FZE, Sun Pharma Global
Inc., Sun Pharmaceutical Industries, Inc., and
Sun Pharmaceutical Industries Limited*

IT IS SO ORDERED this 9th day of March, 2021.

s/Susan D. Wigenton

The Honorable Susan D. Wigenton
United States District Judge